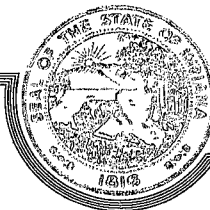


# STATE - INDIANA

## DIVISION OF STATE COURT ADMINISTRATION



## SUPREME COURT

RANDALL T. SHEPARD, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR  
DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET SUITE 500  
INDIANAPOLIS, IN 46204-3568  
(317) 232-2542  
FAX (317) 233-6586  
[www.IN.gov/judiciary](http://www.IN.gov/judiciary)

June 17, 2009

Mr. Daniel DeCrane  
Data Sourcing  
IntelliCorp Records, Inc.  
3000 Auburn Drive, Suite 410  
Beachwood, OH 44122

Dear Mr. DeCrane:

Your request to obtain bulk distribution of data from Indiana trial courts has been approved by the Division of State Court Administration pursuant to Administrative Rule 9(F), subject to the terms of the User Agreement for Bulk Distribution of Data. At this time, the Division has only approved the release of bulk records that are otherwise available to the public.

An executed copy of your user agreement is enclosed. This agreement will expire on January 31, 2010. Also enclosed is a distribution receipt form that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records. If you have any questions, please contact staff attorney Kristin Donnelly-Miller of our office or me.

Sincerely,

A handwritten signature in cursive script that reads "James R. Walker".

James R. Walker  
Director of Trial Court Management



**Indiana Supreme Court  
Division of State Court Administration**

**DISTRIBUTION RECEIPT FORM FOR BULK DISTRIBUTION OF DATA OR  
COMPILED INFORMATION**

This form is to be filed with the Division of State Court Administration within thirty (30) days of receipt of bulk distribution of court records.

**Bulk Data Requested** (i.e. docket information, court records, record of judgments and orders):

**Date Received** (if the distribution shall be continuous, indicate the first date the data was distributed):

**Format of distributed data** (i.e. electronic feed, paper copies, et cetera):

**Expenses related to receipt of data distribution** (indicate the amount paid for distribution of data):

\_\_\_\_ total \_\_\_\_ monthly \_\_\_\_ annual

**Comments:**

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**IntelliCorp**

*Background Checks. Better Decisions.*

James R. Walker  
Division of State Court Administration  
30 South Meridian St. Suite 500  
Indianapolis, IN 46204-3658

Dear Mr. Walker,

Thank you for your assistance in preparation of our User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access Under Administrative Rule 9.

I have enclosed the agreement and all the necessary exhibits, excluding the Distribution Receipt Forms (form TCM-AR9(F)-3). The attached version of our approval letter is dated April 9, 2008.

IntelliCorp will send copies of TCM-AR9(F)-3, as well as the newest approval letter, when these items come into our possession. Thanks very much for your assistance.

Sincerely,

Justin Simms  
Supervisor, Data Sourcing  
IntelliCorp Records Inc.  
216-450-5168  
[jsimms@intellicorp.net](mailto:jsimms@intellicorp.net)

RECEIVED

APR 16 2009

DIVISION OF  
STATE COURT ADMINISTRATION



## Indiana Supreme Court Division of State Court Administration

### USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration ("Division") and Intellicorp Records ("Requesting Party") hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

#### Recitals

- A. Pursuant to Rule 9(F)(2), the Division is responsible for approving all requests for bulk distribution of Data or Compiled Information by Indiana Courts.
- B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.
- E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a county simply by the approval of this user agreement by the Division.
- F. The Requesting Party will be required to pay reasonable costs incurred by the Division or by the responding Court/Clerk in responding to the request for bulk distribution.
- G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

#### Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of

Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

- B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form if possible, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
  - E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.
  - G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
  - H. "Court Records" means both Case Records and Administrative Records.
  - I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.
  - J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.
  - K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).
  - L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to counties shall be made.
2. **Grant.** Subject to permission from the counties or Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such counties or Courts the Court Records specifically identified below for the Requesting Party's use in accordance with the terms and conditions contained herein.

Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any county or Court to provide Court Records to the requesting Party. Pursuant to Administrative Rule 9(F), the counties or Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Counties and Courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for providing the Court Records to the Requesting Party.

A. **Court Records sought:**

Public Criminal Records

B. **Requested Counties:**

All Counties Available

3. **Rights and Interests.** All rights, title and interests in and to the Court Records including all intellectual property rights therein shall remain with the counties or Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records provided to the Requesting Party as a result of this Agreement. All rights, title and interests in materials created by or for Requesting Party for use in connection with the Court Records including all intellectual property rights therein shall be owned by the Division and the Requesting Party hereby assigns such rights, title and interests to the Division. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.
5. **Restrictions on Use of Data.**
  - A. **Compliance With Authorities.** The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.
  - B. **Resale of Data.** Except as set forth in Section 6, the Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case

Record as part of a service provided by Requesting Party. The Requesting Party shall not reconfigure the Court Records for subsequent bulk distributions.

- C. **Policies for dissemination of Data.** The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the County Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.
6. **Bulk Transfer to Third Parties.** If the Requesting Party has submitted a request to transfer bulk Data or Compiled Information to third parties as part of the Request attached hereto as Exhibit C and such request has been approved by the Division as part of the Approval Letter attached hereto as Exhibit D, then the Requesting Party may transfer the bulk Data and Compiled Information it is authorized to receive under this Agreement to such third party subject to the terms of this Agreement. The Requesting Party shall supplement its Request in Exhibit C with a copy of any Agreement entered into with the third party subject to the execution of this Agreement. The Requesting Party may not transfer bulk Data or Compiled Information to any third party who has not signed a User Agreement with the Division. The Requesting Party may not charge the third party any more than the amount for time and material set forth in Exhibit C.
7. **Reporting Requirement.** Within thirty (30) days after the Requesting Party has received the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, attached hereto as Exhibit E (Form TCM-AR9(F)-3).
8. **Disclosure Requirements.** The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information.*

*The user should verify the information by personally consulting the official record maintained by the court in question.*

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.
  - A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
  - B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.
  - C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.
10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement is provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**
11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:
  - A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use by the Requesting Party or any of its subscribers, authors, clients or other third parties of the Court Records or Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.



C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party or any of its subscribers, customers, clients or third parties.

13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. **Termination and Renewal.**

A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. **Renewal.** This agreement expires on January 31, 2010, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after January 1, 2010. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at [www.in.gov/judiciary/admin/forms/admin/index.html](http://www.in.gov/judiciary/admin/forms/admin/index.html).

C. **Termination for Cause.** The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party or any third party to whom the Requesting Party has transferred bulk Data or Compiled Information and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

- F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as Exhibit A;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;
- C. The original Request provided to the Division from the Requesting Party as Exhibit C; and
- D. The approval letter provided to the Requesting Party from the Division as Exhibit D.
- E. The Distribution Receipt Forms (Form TCM-AR9(F)-3).

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 16 day of June, 2009.

Requesting Party

By:

Printed:

Title:

Date:

Division

By:

Lilia Judson

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date:

**EXHIBIT A**  
**ALL KNOWN BUSINESS ENTITY NAMES**

Requesting Party Business Entity Names: IntelliCorp Records, Inc.

**EXHIBIT B**  
**COMPANY POLICIES FOR CUSTOMERS**

SERVICE AGREEMENT  
January 2007

PLEASE READ THIS SERVICE AGREEMENT AND INDICATE YOUR ACCEPTANCE OF ITS TERMS AND CONDITIONS BY CLICKING EITHER THE "I AGREE" OR "I DECLINE" BUTTON AT THE END OF THIS PAGE.

Use of [www.IntelliCorp.net](http://www.IntelliCorp.net) is subject to the following terms and conditions, in addition to the terms and conditions of any signed agreement in place between IntelliCorp Records, Inc. ("IntelliCorp") and Customer pertaining to use of [www.IntelliCorp.net](http://www.IntelliCorp.net). *To the extent any term and/or condition of these On-Line Service agreement conflicts with any signed agreement pertaining to the services or materials accessed through [www.IntelliCorp.net](http://www.IntelliCorp.net) the provisions of that signed agreement shall control.*

The following terms and conditions govern the use of the IntelliCorp's services, including the online services available at [www.IntelliCorp.net](http://www.IntelliCorp.net) (collectively the 'Services') and the information or records available therein (the 'Materials'). Other provisions that govern the use of the Services are set forth in the applicable price schedule, the specific materials, online descriptions, online notices and such other notification that may be available (collectively 'Additional Terms'), all of which are incorporated by reference into these General Terms and Conditions. These General Terms and Conditions, including the pricing, charges, Materials and payment terms may be changed from time to time by IntelliCorp or its third party suppliers.

1. **Services** Customer hereby requests the Services and Materials and warrants that this request is made by its authorized representative. Customer hereby authorizes IntelliCorp to perform searches on Customer's behalf or upon Customer request to monitor sessions and activities in the Services. Materials and features may be added to, withdrawn from, changed or restricted from the Services by IntelliCorp without notice. Continued use of the Services by Customer following any change constitutes acceptance of the change.
2. **License and Scope of Use.** Customer is granted a nonexclusive, nontransferable, limited license to access and use for internal purposes the Services and Materials. This license extends to use and access to all of Customer's offices, locations and branches provided each agrees to be bound by the terms and conditions contained herein.

Customer is hereby licensed to (a) electronically display Materials retrieved from the Services to no more than one authorized employee; and (b) obtain a single printout of insubstantial portions of Materials from any database, file or answer set via local printing to a printer or downloading to a local hard drive (collectively 'Authorized Printouts'), to the extent not further limited or prohibited herein. Except as specifically provided herein Customer is prohibited from selling, transferring, downloading, storing, reproducing, transmitting, displaying, publishing, copying, distributing, sublicensing or using Materials retrieved from the Services. Customer may not directly or indirectly compile, store, or maintain materials from the Services to develop its own source or database.

3. **Term and Termination:** This Agreement shall continue until terminated. Either party may terminate this Agreement if the other party materially violates any term or condition of this Agreement and fails to cure said violation within thirty (30) days following receipt of notice thereof from the other party or if the other party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority. IntelliCorp may terminate this agreement if Customer defaults in the payment of any fee(s) due hereunder or without prior notification, terminate Customer's access to the Services or the Materials if IntelliCorp is no longer authorized by a third party provider (s) to deliver the

Materials, or if directed by a third party provider. Customer may terminate its access to the Services with prior written notice to IntelliCorp if any change in services or the materials is unacceptable. IntelliCorp or its suppliers may suspend, disrupt, terminate or discontinue providing the Services or Materials to Customer with or without notice.

4. **Access To Services**

- a. Customer will be provided a unique personal Identification Number ('ID') from IntelliCorp to access and use the Services which must be kept confidential. Customer and its employees shall only access the Services through use of the assigned sign-on IDs. Each ID will be for the personal use of a single employee only. Customer shall not distribute or divulge a valid sign-on ID and/or password to anyone except to its employees. Customer is responsible for all charges as they relate to the use and activity charged to its sign-on IDs. IntelliCorp retains the right to change any sign-on ID and/or password at its discretion and notify Customer sufficiently in advance so as not to interfere with Customer's authorized continuous use of the Service(s). Access to Services must be discontinued simultaneously for any employee, with the end of that employee's employment with Customer. Customer shall be liable, and indemnify IntelliCorp, for all fees and all loss or damage caused by or resulting from the continued use of Customer's sign-on ID(s) by terminated employees. Customer agrees to immediately notify IntelliCorp if a security breach occurs or if the Customer suspects that a security breach may have occurred.
  - b. To the extent the Services provided hereunder are accessed electronically, third-party software, sometimes called "spyware", can infect a user's computer and capture data without permission. IntelliCorp is not responsible if any confidential data of Customer or its agents is compromised in this manner. In order to protect its own data, IntelliCorp reserves the right, without prior notice, to suspend access to any IntelliCorp web application by any user or agent whose computer is infected in this manner until the infection is removed. IntelliCorp will make reasonable efforts to notify the Customer beforehand, but circumstances may require prompt action.
5. **Fee** Customer agrees to pay IntelliCorp all fees invoiced for the Services within thirty (30) days of receipt of the invoice. Such fees may include, but not be limited to, a non-refundable activation fee, a monthly service charge, court fees and a transactional search fee for each search, query or inquiry of the Services. Customer is responsible for and shall pay all fees associated with the use of the Services. Fees are nonrefundable unless otherwise indicated in writing. ISO reserves the right to amend the fees due on prior notice to Customer. Except for taxes based on IntelliCorp's income, Customer shall be responsible for payment to IntelliCorp of all federal, state and local sales, excise, use or similar taxes in connection with Customer's licensing or use of the Services hereunder. Licensee shall pay IntelliCorp interest on all charges not paid within thirty (30) days at the rate of one percent (1%) per month or the maximum interest permitted by law, whichever is less.
- a. Payment may be made by credit card and Customer authorizes IntelliCorp to charge all Fees directly to the credit card provided, as they are incurred or become due pursuant to the attached form. For accounts that are invoiced, Customer authorizes IntelliCorp to charge all past due accounts to the credit card securing said account.
  - b. IntelliCorp may suspend, disrupt or terminate Customer's access to the Services, its account and any ID issued to Customer if payments to IntelliCorp for the services provided become past due.
6. **No Warranty** Customer warrants to the data suppliers and IntelliCorp that Customer proceeds at its own risk in choosing to rely upon the services or materials in whole or in part. Customer agrees that the data suppliers assume no responsibility for the accuracy of the information, errors that occur in the conversion of data or for Customer's use of the information. Neither the third-party data suppliers, nor any third-party data suppliers to them (for purposes of indemnification, warranties and limitations on liability the third-party data suppliers and their data suppliers are hereby collectively referred to as third-party data providers), shall be liable to Customer for any loss or injury arising out of or caused in whole or in part by

third-party data suppliers' acts or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services.

ALL MATERIALS AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY WARRANTIES OR REPRESENTATIONS OF ACCURACY, TIMELINESS, CURRENTNESS OR COMPLETENESS. NEITHER INTELICORP OR ITS THIRD PARTY SUPPLIERS OR PROVIDERS MAKE REPRESENTATIONS, COVENANTS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE SERVICES, INFORMATION IN THE SERVICES OR MATERIALS DELIVERED OR THE MEDIA OR MEDIUM ON OR THROUGH WHICH THE SERVICES ARE DELIVERED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IN RESPECT OF ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY INTELICORP'S ACTS OR OMISSIONS WHETHER NEGLIGENT OR OTHERWISE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE SERVICES OR INFORMATION THEREIN. NEITHER INTELICORP NOR ITS THIRD PARTY SUPPLIERS/PROVIDERS SHALL HAVE ANY LIABILITY FOR CONCLUSIONS CUSTOMER MAY REACH FROM USE OF THE SERVICES OR MATERIALS.

7. **Limitation Of Liability** Neither IntelliCorp or its third party suppliers/providers shall be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from (a) errors in or omissions from the Services or Materials available or not included therein, (b) the unavailability or interruption of the Services or Materials, (c) use of the Services or Materials (regardless of whether Customer received any assistance from IntelliCorp or any supplier/provider in using the Services or Materials), (d) Customer's use of any equipment in connection with the Services, (e) the content of the provided through the Services, (f) any delay or failure in performance beyond the reasonable control of a IntelliCorp or any provider/supplier, (g) use of the content provided by the Services, Materials or Authorized Printouts by an authorized individual, user or organization, authorized user or other third parties.
  - a. As referred to in this agreement Supplier/Provider means (a) the provider of the Services (IntelliCorp Records, Inc.), its affiliates and any owner, officer, director, employee, subcontractor, agent, successor or assign of the provider of the Services or its affiliates; and (b) each third party supplier of Materials, their affiliates and any owner, officer, director, employee, subcontractor, agent, successor or assignee of any third party supplier of Materials or any of their affiliates.
  - b. THE AGGREGATE LIABILITY OF THE SUPPLIER/PROVIDER IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT YOU MAY HAVE AGAINST ANY COVERED PARTY. THE SUPPLIER/PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) WITH RESPECT TO THE SERVICES OR MATERIALS DELIVERED OR THE MEDIUM OF DISTRIBUTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE OR IN ANY WAY DUE TO OR RESULTING FROM OR ARISING IN CONNECTION WITH THE SERVICES OR MATERIALS.
  - c. Customer agrees to indemnify, defend and hold harmless Supplier/Provider from and against any and all claims, liabilities, judgments, penalties, losses, costs, damages and expenses, including reasonable attorneys' fees, of whatsoever kind or nature, arising by reason of or in connection with any act under or in violation of this agreement resulting from the use, disclosure, sale or transfer of the services or by virtue of Customer's use of the Materials or any information obtained from Materials or through use of the Services, either directly or indirectly.

8. **Records, Audit and Credentialing:** Customer must maintain all records related to its order, purchase and use of the Services for a period of five (5) years from the date the Services are requested. The information retained and reports pursuant to this Section shall include, but not be limited to: the request date, requested individual, requestor, and permissible purpose for the request, a signed release/authorization from individual about whom the request is made each time a request is made for employment purposes, and any other information sufficient to verify that the ordering and use of the Service complies with the terms of this Agreement (collectively the 'Reports'). The Reports shall be made immediately available to IntelliCorp for review and copying upon request or to any government authority upon request.
- a. Customer shall keep accurate records and accounts in accordance with standard business and accounting practices. From time to time, not to exceed two (2) times per year, during regular business hours and upon at least ten (10) days prior written notice, IntelliCorp shall have the right to audit, at its expense, the books and records of Customer to confirm compliance with the terms of this Agreement. Customer will provide full reasonable cooperation, and assure full reasonable cooperation by its employees in connection with such audits. Customer will provide IntelliCorp access to such properties, records and personnel as IntelliCorp may reasonable require for such purpose.
1. Customer understands and acknowledges that various laws require IntelliCorp to safeguard information which insurers, customers and other third parties entrust into IntelliCorp's care. IntelliCorp maintains strict privacy and security policies to ensure that access to and use of said information is limited to authorized users and permitted purposes. In accordance with these policies, IntelliCorp is required to verify that entities receiving its Services, products and materials are, in fact, approved and authorized to receive the specific the product, content or service in question. Therefore, IntelliCorp requires and Customer agrees to (i) fully cooperate with IntelliCorp in connection with any pre-service review of Customer prior to permitting Customer to access or obtain information from IntelliCorp under this Agreement; and (ii) fully cooperate with IntelliCorp's continued monitoring of Customer including the recertification of Customer's credentials and usage patterns on a periodic basis to assure continued compliance with this Agreement and IntelliCorp's privacy and security policies. Pre-service review may include but not be limited to a verification of Customer's type of business; confirmation that the stated permissible purpose for obtaining products is compatible with the type of business conducted by Customer; conducting a physical inspection of Customer's premises to assure that it is a legitimate business facility, including the confirmation that advertisements and posted signs are compatible with Customer's purported business and purposes; verifying the financial status of Customer; and verifying Customer's business references, business phone and address records and web pages through the use of recognized third parties
9. **Property.** Nothing contained herein shall be construed as conferring upon Customer or any user any license or right under any patent, copyright or trademark of IntelliCorp or any third party. Customer acquires no proprietary interests in the Services, Materials or copies thereof. All right, title and interest (including all copyrights and other intellectual property rights) in the Services and Materials (in both print and machine-readable forms) belong to IntelliCorp its suppliers or providers. Except as specifically provided herein, you may not use the Services or Materials in any fashion that infringes the copyrights or proprietary interests therein. You may not tamper with, alter or change any records or information from the Materials or Services.
10. **Notices** Except as otherwise provided herein, all notices and other communications hereunder may be in writing or displayed electronically in the Services by IntelliCorp or its suppliers. All notices hereunder shall be in writing and shall be deemed to have properly been given when delivered in person to the party, or when deposited in the United States mail, postage prepaid and properly addressed to the party notified at the addresses set forth below, unless written notice of change of address shall have been received prior thereto.

11. **Assignment** Customer may not assign its rights or delegate its duties under this agreement without the prior written consent of IntelliCorp.
12. **Relationship of the Parties.** The Parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent. The Parties will perform their obligations hereunder in a professional and business like manner.
13. **No solicitation:** Each Party agrees that it shall not hire or solicit for employment the employees of the other Party during the term of this Agreement or for a period of one (1) year after the termination of this Agreement, without the written consent of the other Party.
14. **Amendments.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The provisions of this Agreement shall constitute the entire agreement between the parties and supersedes any and all previous and contemporaneous written and oral agreements and communications relating to the subject matter hereto between the parties. This Agreement may be modified only by written agreement, signed by the parties.
15. **Waiver.** The failure of IntelliCorp or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later date. Any waiver of a party of a breach of this Agreement shall not operate as or be construed to be a waiver of any other provision of this Agreement. The failure of a party to insist upon adherence to any term of this Agreement on one or more occasions shall not be considered a waiver and shall not deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of a provision of this Agreement must be in writing fully executed by both of the parties hereto.
16. **No Breach or Violation.** Each party warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result, directly or indirectly, in a breach of: (a) any term, condition or provision of or constitute a default under its certificate of incorporation or by laws of such party, or any contract other agreement or instrument to which the party is a party or by which the party is bound or affected, or (b) any law, statute or regulation or any injunction, order, award, judgment, decree of any government agency or authority or court to which the Party or its assets are subject. Each party warrants that it has the financial capacity to perform and continue to perform its obligations under this Agreement. No legal proceedings have been threatened or brought against a party that could threaten performance of this Agreement and entering into this Agreement is not prohibited by any contract, applicable law, governmental regulation, or order by any court of competent jurisdiction.
17. **Other Agreements.** Each party warrants that it is not bound by any agreement or instrument with a third party that, individually or in the aggregate, impairs or adversely affects in any material way, or to the best of its knowledge, creates a conflict of interest that interferes or could reasonably be expected or be anticipated to interfere with its ability to perform its obligations under this Agreement.

\*\*\*\*\*

#### **FCRA NOTICE:**

1. The Customer shall ensure that they obtain a signed authorization and release from the subject of their search PRIOR to running a search, if the search is for employment, housing or other purpose covered by the FCRA. Customer agrees to keep copies of these releases and to provide copies of all signed releases to IntelliCorp on a monthly basis or as requested by IntelliCorp. All such copies shall be provided to IntelliCorp at its principal place of business. IntelliCorp Records, Inc. 3000 Auburn Drive, Suite 410, Beachwood, OH 44122.
2. Customer certifies that it will request, receive and use the Services and the materials in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair



Credit Reporting Act ("FCRA") and its state equivalents, the Driver's Privacy Protection Act 18 U.S.C. §2721 et seq., ("DPPA") and its state equivalents, the Gramm-Leach-Bliley Act ("GLB") and its state equivalents, and including any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations (collectively referred to herein as "The Laws"). Customer accepts the responsibility of understanding and for staying current with all applicable laws, specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") applicable to Services or Materials. Customer hereby certifies that it has filed all applicable Specific State Forms required by individual states and that Customer agrees that if it receives Services or materials from a State requiring a state form, it will execute a copy of the appropriate State agreements and return to IntelliCorp.

3. Customer certifies that it shall use the consumer reports: (a) solely for the Customer's certified use(s) and (b) solely for Customer's exclusive one-time use. Customer shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting, or otherwise providing information obtained under this Agreement to any other party, whether alone, or in conjunction with Customer's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Customer only to Customer's designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Consumer Reports in accordance with this Agreement. Customer shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties. The Customer shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with the adverse action based on the report.

\*\*\*\*\*

#### **Customer Obligations When Reports Are Obtained For Employment Purposes**

In ordering a consumer report for employment purposes, Customer certifies to the following:

1. Customer is an authorized business permitted to receive consumer credit information under the FCRA and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
2. Customer shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by IntelliCorp from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
3. Customer certifies that it will not request a Consumer Report for Employment Purposes unless:
  - a. clear and conspicuous written disclosure is first made to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes.
  - b. The consumer has authorized in writing the procurement of the report; and
  - C.. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
4. Customer certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:
  - a. A copy of the Consumer Report for Employment Purposes; and
  - b. A copy of the consumer rights, in the format approved by the Federal Trade Commission.

\*\*\*\*\*

By clicking on the "I Agree" button you indicate that you have read, understood and agree to the terms and conditions of this license.

**EXHIBIT C**  
**ORIGINAL REQUEST PROVIDED TO THE DIVISION**

# Request for Bulk Data/Compiled Information

STATE OF INDIANA  
IN THE \_\_\_\_\_ COURT  
CASE NUMBER \_\_\_\_\_

## REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION (NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Pursuant to Administrative Rule 9(F)(3) this request for release of bulk data/compiled information that does not contain information excluded from public access pursuant to Administrative Rule 9(G) or (H) is submitted:

---

### I.

Identity of Applicant:	IntelliCorp Records Inc.
Address:	3000 Auburn Dr. # 410 Beachwood, OH 44122
Telephone:	1-800-539-3717
Email:	info@intellicorp.net

---

### II. Identification of Bulk Data/Compiled Information sought:

IntelliCorp Records, Inc. is requesting bulk extracts of public criminal records maintained by each respective Superior or Circuit Court located within all 92 Counties in the State of Indiana. The specific fields of information that form this request are as follows: defendant name (first/middle/last/suffix); DOB; last four of SSN; sex; race; case type; arrest date; booking date; file date; charge code; charge description; offense date; disposition date; disposition; offense level; charge sentence; charge fine.

---

### III. Identification of Court(s) Exercising Jurisdiction Over the Records:

The courts exercising jurisdiction over the requested records are: Circuit Court; Superior Court; Circuit & Superior Court.

---

**IV. Purpose for Request: Is release consistent with the purposes of Administrative Rule 9? Are resources available to prepare the information? Is fulfilling the request an appropriate use of public resources?**

**The purpose of this request is to obtain public criminal records to conduct pre-employment, pre-tenant, and volunteer screening. Doxpop provides resources for the preparation of the information and we believe fulfillment of the request for our stated purposes is an appropriate use of public resources.**

---

**V. Attach a copy of each permission from a Court or County to obtain bulk distribution of Data or Compiled Information that has already been issued.**

**(see attachments)**

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**VI. Attach a copy of each Agreement Applicant has entered into with each Court or County listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.**

**(see attachments)**

---

**VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to applicant by each Court and county listed in Section III.**

**Monthly.**

---

**VIII. Describe the resources available to prepare the information.**

**Doxpop prepares and delivers the information.**

---

**IX. Describe how fulfilling the request is an appropriate use of public resources.**

**We believe our services, when making use of the information provided, will: help promote accessibility of court records in accordance with the state's intent, contribute to public**

safety and the public welfare, and provide a beneficial service in a fashion that minimizes the burden on the court system.

---

**X. Applicant is (is not) willing to pay the reasonable cost of responding to this request. If not, why?**

**IntelliCorp Records Inc. will pay for the reasonable cost of responding to the request provided a cost estimate has been presented prior to the commencement of any work or services associated with this request.**

---

**XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?**

**No.**

---

**XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:**

- A. the name of the third party or parties;**
- B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;**
- C. the frequency with which charges will be incurred; and,**
- D. the frequency of the transfer of data and information to the third party.**
- E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.**

---

By signing this request, I represent that I am authorized to do so on behalf of Applicant.

William F. Hawthorth  
Signature

William F. Hawthorth  
Printed Name

President  
Title

4/10/09  
Date

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

**FILED**

**JUL 06 2007**

**SHEILA ASHLEY  
ANDERSON CITY CLERK**

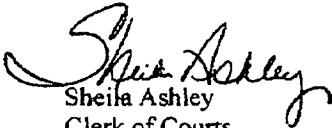
Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

  
Sheila Ashley  
Clerk of Courts  
City of Anderson

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

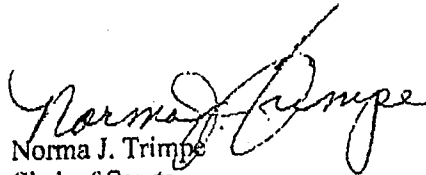
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I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

 11-27-06  
Norma J. Trimpe  
Clerk of Courts  
Bartholomew County





**IntelliCorp**

*Background Checks. Better Decisions.*

Friday, November 17, 2006

Bartholomew County  
Clerk of Courts  
P.O. Box 924  
Columbus, IN 47201

Dear Clerk Trimpe,

My name is Justin Simms and I am contacting you on behalf of Intellicorp Records, Inc. Intellicorp Records, Inc. has received permission and authorization from the Indiana Supreme Court Administrative Division to receive bulk court data. We will be receiving this data through DoxPop, LLC.

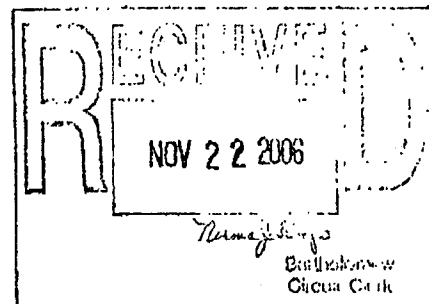
Please review and sign the enclosed document to be faxed to Nick Fankhauser of DoxPop, LLC at 765-962-9788. We have completed an agreement with DoxPop, LLC to receive these records, which is also enclosed.

Thank you for your time and attention to this matter. Please contact me at 216-450-5168 with any further questions or concerns regarding this request.

Sincerely,

**Justin Simms**  
Data Sourcing Specialist  
Intellicorp Records, Inc.  
216-450-5168  
JSimms@intellicorp.net

*signed  
better  
on 11-29-06*



3000 Auburn Dr., Suite 410 Beachwood, OH 44122 • Ph: 800-539-3717 • Fax: 216-450-5201 • [www.intellicorp.net](http://www.intellicorp.net)

## USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### Recitals

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
  - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
  - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.

- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Record" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
- B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.

6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.*

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
  - B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
  - C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
  - D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 22 day of March, 2006

1st L.J. June L.J.

Intelliprep Records, Inc.  
Requesting Party

Division

By: William F. Hausworth

By: Lilia Judson

Printed: William F. Hausworth

Lilia Judson

Title: President

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 3/22/06

Date: 6/1/06

# Clerk, Fulton Circuit Court

*Karen Miller*

Courthouse / 815 Main Street  
P.O. Box 824  
Rochester, IN 46975-1594

Telephone: [574] 223-2911  
FAX [574] 223-8304



December 27, 2006

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr Fankhauser:

Our office has received a request for bulk data from IntelliCorp., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data. A copy of this organization's approval from the Indiana Supreme Court Administrative Division, including limitations on the date to be received is enclosed with this letter.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court? Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact Automation Research, Inc. to make the arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to Rescind authorization

Sincerely,

*Karen Miller*

Karen Miller  
Fulton County Clerk

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

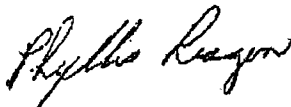
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Sincerely,



Phyllis Reagon  
Clerk of Courts  
The City of Muncie



Phyllis Reagon - City Clerk

# CITY OF MUNCIE

City Hall - 300 North High Street - Muncie, Indiana 47305  
Phone: (765) 747-4831

## FAX TRANSMITTAL SHEET

DATE: 11-27-2006

TO: Nick Fankhauser

FROM: MUNCIE CITY CLERKS OFFICE  
FAX NUMBER (765) 286-3592

NUMBER OF PAGES (INCLUDING COVER) 2

### MESSAGE REFERENCE:

IntellCorp Records.

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

*Mary C. Brown*

Mary C. Brown  
Clerk of Courts  
Clay County

## USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### Recitals

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:

- A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
- B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
- C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
- D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
- E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
- F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.

- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Record" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
- B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.

6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.*

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
- B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
- C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
- B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
- C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
- D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 22 day of March, 2006

Interlicorp Records, Inc.  
Requesting Party

By: William F. Hauswirth

Printed: William F. Hauswirth

Title: President

Date: 3/22/06

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 6/1/06

Fax: 765-962-9788

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

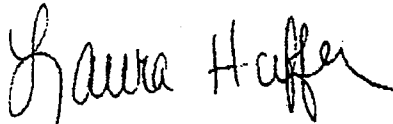
Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,



Laura Huffer  
Clerk of Courts  
Clinton County



Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, TN 47343-1165

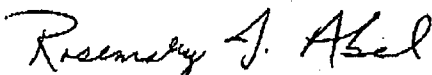
Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

A handwritten signature in cursive script that reads "Rosemary J. Abel".

Rosemary J. Abel  
Clerk of Courts  
Daviess County

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

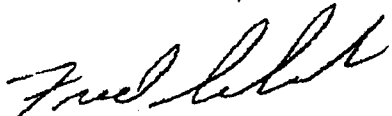
Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

  
FRED SCHRADER  
JUDGE

Julie Flores  
Clerk of Courts  
Gas City

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165


Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mariann Martin".

Mariann Martin  
Clerk of Courts  
Fountain County

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

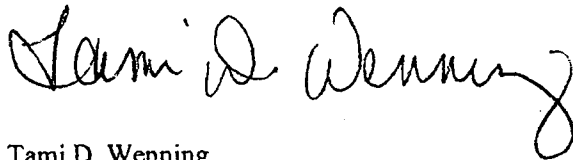
Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

A handwritten signature in black ink, appearing to read "Tami D. Wenning". The signature is fluid and cursive, with the first name "Tami" being more prominent and the last name "Wenning" written in a continuous script.

Tami D. Wenning  
Clerk of Courts  
-Decatur County-

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

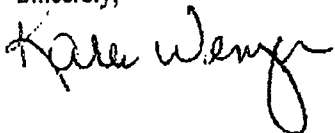
Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,



Karen D. Wenger  
Clerk of Courts  
Delaware County

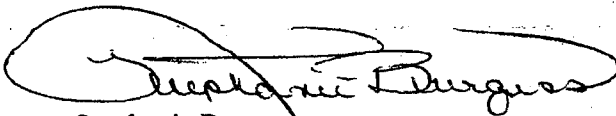
November 30, 2006

Nick Fankhauser  
Doxpop, LLC  
P.O. Box 1165  
Richmond, IN. 47343-1165

Mr. Fankhauser,

Our office has received a request for bulk data from IntelliCorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data. A copy of this organization's approval from the Indiana Supreme Court Administrative Division, including limitations on the data to be received is enclosed with this letter.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contacts Doxpop to rescind authorization.



Stephanie Burgess  
Clerk of the Circuit Court  
Elkhart County, Indiana

cc: Justin Simms, Data Sourcing Specialist  
Intellicorp Records, Inc.

## USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### Recitals

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
  - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
  - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.

- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Record" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
- B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.



6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.*

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
  - B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
  - C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
  - D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties, and execute this Agreement to be effective this 22 day of March, 2006

Intellicorp Records, Inc.  
Requesting Party

By: William F. Hausworth

Printed: William F. Hausworth

Title: President

Date: 3/22/06

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 6/1/06

November 22, 2006

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

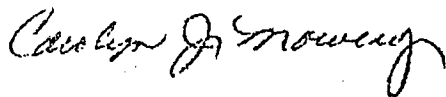
Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,



Carolyn J. Mowery  
Clerk of Courts  
Grant County

**GRANT CIRCUIT & SUPERIOR COURT CLERK**

Carolyn J. Mowery

Courthouse 101 E. 4th Street  
Marion, Indiana 46952

Telephone (765) 668-8121

Fax (765) 668-6541

**Facsimile Cover Letter**

**Date:** November 22, 2006

**Fax #:** 765-962-9788

**To:** Nick Faankhauser

**Firm:** Despop, LLC

**From:** Carolyn J. Mowery

**Firm:** Grant County Clerk's Office

**Number of Pages including this cover page:** 2

**Message:**

Authorization for Intellicorp Records, Inc. to receive bulk data from Grant County

Carolyn J. Mowery  
Grant County Clerk

7/24/2007

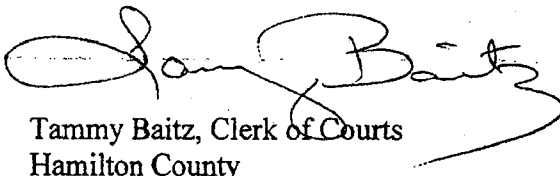
Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to rescind authorization.



Tammy Baitz, Clerk of Courts  
Hamilton County



**IntelliCorp**

*Background Checks. Better Decisions.*

RECEIVED  
JUL 27 2007  
OFFICE OF THE  
CLERK OF COURTS

7/24/2007

Tammy Baitz, Clerk of Courts  
Hamilton County  
One Hamilton County Square, Ste. 106  
Noblesville, IN 46060

Dear Clerk Baitz,

My name is Julie Rawlings and I am contacting you on behalf of Intellicorp Records, Inc. Intellicorp Records, Inc. has received permission and authorization from the Indiana Supreme Court Administrative Division to receive bulk court data. We will be accepting this data through DoxPop, LLC.

Please review and sign the enclosed document to be faxed to Nick Fankhauser of DoxPop, LLC at 765-962-9788.

Thank you for your time and attention to this matter. Please contact me at 216-450-5260 with any further questions or concerns regarding this request.

Sincerely,

**Julie Rawlings**

Coordinator, Data Sourcing and Product Development  
IntelliCorp Records, Inc.  
An ISO Company  
Email: [jrawlings@intellicorp.net](mailto:jrawlings@intellicorp.net)

*forwarded  
letter to  
Nick F. @  
DoxPop.  
7/31/07  
TB*

7/24/2007

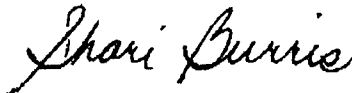
Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to rescind authorization.



Shari Burris, Clerk of Courts  
Hancock County



PATRICIA A FRENCH  
CLERK OF HENRY COUNTY  
CIRCUIT & SUPERIOR COURTS  
PO BOX B  
NEW CASTLE, IN 47362  
765-529-6401

November 30, 2006

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47373-1165

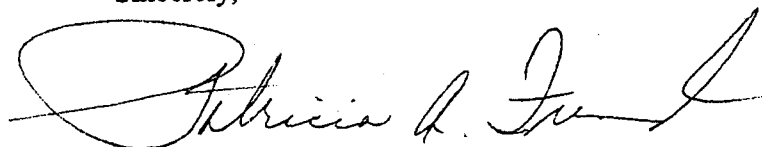
Mr. Fankhauser:

Our office has received a request for bulk data from IntelliCorp, an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact IntelliCorp to make arrangements to supply bulk data and to supply bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to rescind authorization.

Sincerely,

A handwritten signature in black ink, appearing to read "Patricia A. French". The signature is fluid and cursive, with a large initial "P" and "F".

Patricia A French  
Henry County Clerk



**IntelliCorp**

*Background Checks. Better Decisions.*

Friday, November 17, 2006

Henry County  
Clerk of Courts  
PO Box B  
New Castle, IN 47362

Dear Clerk French,

My name is Justin Simms and I am contacting you on behalf of Intellicorp Records, Inc. Intellicorp Records, Inc. has received permission and authorization from the Indiana Supreme Court Administrative Division to receive bulk court data. We will be receiving this data through DoxPop, LLC.

Please review and sign the enclosed document to be faxed to Nick Fankhauser of DoxPop, LLC at 765-962-9788. We have completed an agreement with DoxPop, LLC to receive these records, which is also enclosed.

Thank you for your time and attention to this matter. Please contact me at 216-450-5168 with any further questions or concerns regarding this request.

Sincerely,

**Justin Simms**

Data Sourcing Specialist  
Intellicorp Records, Inc.  
216-450-5168  
JSimms@intellicorp.net

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mona L. Myers".

Mona L. Myers  
Clerk of Courts  
Howard County

7/26/2007

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

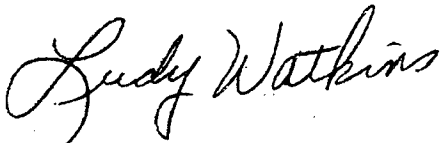
Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

A handwritten signature in cursive script that reads "Ludy Watkins".

Ludy Watkins  
Clerk of Courts  
Madison County

# Clerk of the Circuit Court

Janice S. Fisher

211 West Madison Street

Plymouth, Indiana 46563

Telephone (574) 936-8922

Fax (574) 936-8893



December 4, 2006

Nick Fankhauser  
Doxpop, LLC  
P.O. Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc. an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact Justin Simms, of Intellicorp Records to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to rescind authorization.

Sincerely,

Jan Fisher  
Clerk, Marshall Circuit  
and Superior Courts

Encl.

Cc: Michael Marshall



**IntelliCorp**

*Background Checks. Better Decisions.*

Friday, November 17, 2006

Marshall County  
Clerk of Courts  
211 W. Madison St.  
Plymouth, IN 46563

Dear Clerk Fisher,

My name is Justin Simms and I am contacting you on behalf of Intellicorp Records, Inc. Intellicorp Records, Inc. has received permission and authorization from the Indiana Supreme Court Administrative Division to receive bulk court data. We will be receiving this data through DoxPop, LLC.

Please review and sign the enclosed document to be faxed to Nick Fankhauser of DoxPop, LLC at 765-962-9788. We have completed an agreement with DoxPop, LLC to receive these records, which is also enclosed.

Thank you for your time and attention to this matter. Please contact me at 216-450-5168 with any further questions or concerns regarding this request.

Sincerely,

**Justin Simms**  
Data Sourcing Specialist  
Intellicorp Records, Inc.  
216-450-5168  
JSimms@intellicorp.net

## USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### Recitals

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### Agreement

1. Definitions. For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
  - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
  - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.

- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
  - H. "Court Record" means both Case Records and Administrative Records.
  - I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
  - J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
  - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.



6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.*

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
  - B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
  - C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
  - D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 22 day of March, 2006

Interlicorp Records, Inc.  
Requesting Party

By: William F. Hauswirth

Printed: William F. Hauswirth

Title: President

Date: 3/22/06

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 6/1/06

TRUDY McCRAE  
**Clerk of the Circuit and Superior Courts**

PO BOX 184  
PERU IN 46970  
Phone 765-472-3901  
Fax 765-472-1778



November 27, 2006

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from IntelliCorp, an organization which Has been authorized by the Indiana Supreme Court Administrative Division to receive Bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact IntelliCorp, attn: Justin Simms to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contacts Doxpop, LLC to rescind authorization.

Sincerely,

Trudy McCrae  
Clerk of Miami Circuit/Superior Courts



**Intellicorp**

*Background Checks. Better Decisions.*

Friday, November 17, 2006

Miami County  
Clerk of Courts  
PO BOX 184  
Peru, IN 46970

Dear Clerk McCrae,

My name is Justin Simms and I am contacting you on behalf of Intellicorp Records, Inc. Intellicorp Records, Inc. has received permission and authorization from the Indiana Supreme Court Administrative Division to receive bulk court data. We will be receiving this data through DoxPop, LLC.

Please review and sign the enclosed document to be faxed to Nick Fankhauser of DoxPop, LLC at 765-962-9788. We have completed an agreement with DoxPop, LLC to receive these records, which is also enclosed.

Thank you for your time and attention to this matter. Please contact me at 216-450-5168 with any further questions or concerns regarding this request.

Sincerely,

**Justin Simms**  
Data Sourcing Specialist  
Intellicorp Records, Inc.  
216-450-5168  
JSimms@intellicorp.net

## **USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION**

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### **Recitals**

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### **Agreement**

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
  - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
  - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.

- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Record" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
- B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.

6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.*

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:



- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
  - B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
  - C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
  - D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 22 day of March 2006

1st J.J. June J.J.

Intelliprep Records, Inc.  
Requesting Party

By: William F. Hauswirth

Printed: William F. Hauswirth

Title: President

Date: 3/22/06

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 6/1/06

January 31, 2007

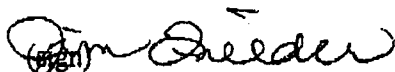
Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

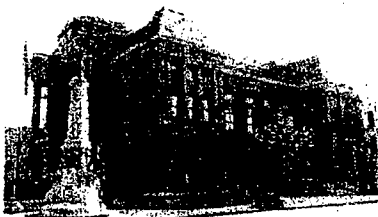
Our office has received a request for bulk data from IntelliCorp, an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact IntelliCorp to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to rescind authorization.



Jim Fielder, Clerk  
Monroe Circuit Court



*Jennifer Bentley*  
*Montgomery Circuit & Superior*  
*Court Clerk*

---

100 E Main Street P. O. Box 768 • Crawfordsville, IN 47933 • (765) 364-6430 Fax (765) 364-6355

December 6, 2006

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intelli Corp., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data. A copy of this organization's approval from the Indiana Supreme Court Administrative Division, including limitations on the data to be received is enclosed with this letter.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact Intelli Corp. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to rescind authorization.

Jennifer Bentley  
Montgomery County Circuit Court Clerk



**IntelliCorp**

*Background Checks. Better Decisions.*

Friday, November 17, 2006

Montgomery County  
Clerk of Courts  
PO BOX 768  
Crawfordsville, IN 47933

Dear Clerk Bentley,

My name is Justin Simms and I am contacting you on behalf of Intellicorp Records, Inc. Intellicorp Records, Inc. has received permission and authorization from the Indiana Supreme Court Administrative Division to receive bulk court data. We will be receiving this data through DoxPop, LLC.

Please review and sign the enclosed document to be faxed to Nick Fankhauser of DoxPop, LLC at 765-962-9788. We have completed an agreement with DoxPop, LLC to receive these records, which is also enclosed.

Thank you for your time and attention to this matter. Please contact me at 216-450-5168 with any further questions or concerns regarding this request.

Sincerely,

**Justin Simms**  
Data Sourcing Specialist  
Intellicorp Records, Inc.  
216-450-5168  
JSimms@intellicorp.net

## **USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION**

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### **Recitals**

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### **Agreement**

- 1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
  - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
  - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.

- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Record" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.

- 2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
- 3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
- 4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
- 5. **Restriction on Use of Data.**
  - A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
  - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.

6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.*

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:



- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
  - B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
  - C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
  - D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 22 day of March, 2006

Is + L.J. June L.J.  
Intellicorp Records, Inc.  
Requesting Party

Division

By: William F. Hauswirth

By: Lilia Judson

Printed: William F. Hauswirth

Lilia Judson

Title: President

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 3/22/06

Date: 6/1/06

DEBRA L. WEATHERHOLT  
CLERK OF PERRY CIRCUIT COURT  
2219 Payne Street  
Tell City, IN 47586  
Phone# (812) 547-3741  
Fax# (812) 547-9782  
E-mail: [clerk@psci.net](mailto:clerk@psci.net)

DEPUTY CLERKS  
Doris Davis  
Kay Linne  
Dot Steen  
Mona Goffinet  
Vickie Schaefer

November 28, 2006

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data. A copy of this organizations approval from the Indiana Supreme Court Administrative Division, including limitations on the data to be received is enclosed with this letter.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact Intellicorp Records Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to rescind authorization.

Sincerely,



Debra Weatherholt  
Perry County Clerk



**IntelliCorp**

*Background Checks. Better Decisions.*

Friday, November 17, 2006

Perry County  
Clerk of Courts  
2219 Payne Street  
Tell City, IN 47586

Dear Clerk Weatherholt,

My name is Justin Simms and I am contacting you on behalf of Intellicorp Records, Inc. Intellicorp Records, Inc. has received permission and authorization from the Indiana Supreme Court Administrative Division to receive bulk court data. We will be receiving this data through DoxPop, LLC.

Please review and sign the enclosed document to be faxed to Nick Fankhauser of DoxPop, LLC at 765-962-9788. We have completed an agreement with DoxPop, LLC to receive these records, which is also enclosed.

Thank you for your time and attention to this matter. Please contact me at 216-450-5168 with any further questions or concerns regarding this request.

Sincerely,

**Justin Simms**  
Data Sourcing Specialist  
Intellicorp Records, Inc.  
216-450-5168  
JSimms@intellicorp.net

## USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

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### Recitals

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  - J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
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7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
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- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
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- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
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The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties, and execute this Agreement to be effective this 22 day of March, 2006

1st J.J. June J.J.

Intellipoint Records, Inc.  
Requesting Party

By: William F. Hauswirth

Printed: William F. Hauswirth

Title: President

Date: 3/22/06

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 6/1/06

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

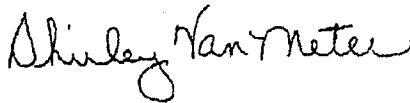
Mr. Fankhauser:

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Sincerely,



Shirley Van Meter  
Clerk of Courts  
Pike County

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

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Sincerely,

A handwritten signature in black ink, appearing to read "Opal J. Sutherlin". The signature is fluid and cursive, with the first name "Opal" being more prominent and the last name "Sutherlin" following in a similar style.

Opal J. Sutherlin  
Clerk of Courts  
Putnam County

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  - I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
  - J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
  - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.

6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.*

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
  - B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
  - C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
  - D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 22 day of March, 2006.

Intellicorp Records, Inc.  
Requesting Party

By: William F. Hauswirth

Printed: William F. Hauswirth

Title: President

Date: 3/22/06

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 6/1/06



Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,



Jane Ann Runyon  
Clerk of Courts  
Jay County

**Fax Transmission**  
*Jay County Clerk*  
*Jay County Courthouse*  
*120 N. Court St.*  
*Portland, IN 47371-2195*  
*Phone (260)726-6920*  
*Fax (260)726-6922*

To: *NICK*

Date: *11-27-06*

Fax:

From: *JANE ANN*

Pages: *7*, including  
This cover sheet

Subject:

Comments:

## USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### Recitals

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### Agreement

- 1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
  - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
  - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.

- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
  - H. "Court Record" means both Case Records and Administrative Records.
  - I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
  - J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
  - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.

6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

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7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
  - B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
  - C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
  - D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 22 day of March 2006

1st L.J. June L.J.

Intellipoint Records, Inc.

Requesting Party

Division

By: William F. Hauswirth

By: Lilia Judson

Printed: William F. Hauswirth

Lilia Judson

Title: President

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 3/22/06

Date: 6/1/06

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,



Vickie Kivett  
Clerk of Courts  
Morgan County



## **USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION**

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### **Recitals**

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### **Agreement**

- 1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
  - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
  - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.

- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Record" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.

2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
  - A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
  - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.

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7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
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9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
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The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 22 day of March, 2006

1st L.J. June L.J.

Intellicorp Records, Inc.  
Requesting Party

Division

By: William F. Hauswirth

By: Lilia Judson

Printed: William F. Hauswirth

Lilia Judson

Title: President

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 3/22/06

Date: 6/1/06

**CLAUDIA R. THORNBURG**  
Clerk of Randolph Circuit Court  
P.O. Box 230  
Winchester, IN 47394



Phone: 765-584-4214  
Fax: 765-584-7186  
Email: cthornburg@randolphcounty.us

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,

*Claudia R. Thornburg*

Claudia R. Thornburg  
Clerk of Courts  
Randolph County

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

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Sincerely,



Ann L. Jochim  
Clerk of Courts  
Spencer County

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, TN 37343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Dodoxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Dodoxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Dodoxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Dodoxpop, LLC to rescind authorization.

Sincerely,



Shelly Hiatt Parris  
Clerk of Courts  
Sullivan County



*Shelly Hiatt Parri*

Clerk of Sullivan County  
Circuit and Superior Court  
P.O. Box 370  
Sullivan, Indiana 47882-0370

Phone: 812-268-4657

**FAX TRANSMITTAL FORM**

TO: NICK FAX # 715-962-9788  
FROM: Shelly Fax # 812-268-7027  
DATE: 11/22/06 RE: Bulk Data Req  
NUMBER OF PAGES INCLUDING COVER SHEET 7  
☐ Urgent ☐ Please Reply ☐ For Review ☐ Please Comment

**COMMENTS:**

\*\*\*\*\*  
**WARNING CONFIDENTIALITY NOTICE:** This cover sheet and the materials enclosed with this transmission are the private confidential property of the sender, and the materials are privileged communications intended solely for the receipt, use, benefit, and information of the intended recipient indicated above. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, distribution, or the taking of any other action in reliance on the contents of the transmission is strictly prohibited and may result in legal liability on your part. If you have received this transmission in error, please notify us immediately at the telephone number above and arrange for the return of this transmission to us.  
\*\*\*\*\*

## USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### Recitals

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
  - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
  - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.

- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
  - H. "Court Record" means both Case Records and Administrative Records.
  - I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
  - J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
  - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.

6. **Disclosure Requirements.** The Requesting Party agrees to provide a disclosure statement to each subscriber, customer, client or other third party using the Data at the time any information from the Data is provided. At a minimum, the Requesting Party will ensure that a statement, an example of which is set out below, is displayed or provided every time information from the Data is provided.

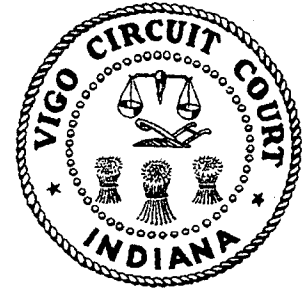
*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.*

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damages which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
  - B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
  - C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
  - D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

# Clerk of the Circuit Court

43rd Judicial Circuit



**Patricia R. Mansard**

P.O. Box 8449  
Terre Haute, IN 47808-8449  
Telephone (812) 462-3211  
Fax (812) 462-3285

**November 28, 2006**

Nick Fankhauser  
Doxpop, LLC  
P.O. Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data. A copy of the Organization's approval from the Indiana Supreme Court Administrative Division, including limitations on the data to be received is enclosed with this letter.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to rescind authorization.

Thank you for your assistance,

Patricia R. Mansard  
Clerk of the Vigo Circuit Court

km



# Intellicorp

*Background Checks. Better Decisions.*

Friday, November 17, 2006

Vigo County  
Clerk of Courts  
PO BOX 8449  
33 South Third Street  
Terre Haute, IN 47807

Dear Clerk Mansard,

My name is Justin Simms and I am contacting you on behalf of Intellicorp Records, Inc. Intellicorp Records, Inc. has received permission and authorization from the Indiana Supreme Court Administrative Division to receive bulk court data. We will be receiving this data through DoxPop, LLC.

Please review and sign the enclosed document to be faxed to Nick Fankhauser of DoxPop, LLC at 765-962-9788. We have completed an agreement with DoxPop, LLC to receive these records, which is also enclosed.

Thank you for your time and attention to this matter. Please contact me at 216-450-5168 with any further questions or concerns regarding this request.

Sincerely,

**Justin Simms**  
Data Sourcing Specialist  
Intellicorp Records, Inc.  
216-450-5168  
JSimms@intellicorp.net

## **USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION**

The Indiana Supreme Court through its Division of State Court Administration ("Division") and IntelliCorp Records, Inc. ("Requesting Party") hereby enter into this User Agreement for Bulk or Compiled Data ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

### **Recitals**

- A. Pursuant to Rule 9, the Division is responsible for processing and answering all requests for bulk distribution of information or compiled information.
- B. The Division intends that recipients of bulk distribution of information or compiled data understand and agree to comply with certain restrictions on data usage.
- C. The Requesting Party seeks bulk distribution of information or compiled information for its own use and understands that it must comply with the provisions of this Agreement.

### **Agreement**

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
  - A. "Administrative Records" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency, or clerk of court pertaining to the administration of the judicial branch of government and not associated with any particular case.
  - B. "Agreement" means this User Agreement for Bulk or Compiled Data, as well as any attachments or exhibits that may be affixed to this document.
  - C. "Bulk Distribution" means the distribution of all, or a significant subset of the information in Court Records in electronic form, as is, and without modification or compilation.
  - D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a court, court agency or clerk of court in connection with a particular case.
  - E. "Clerks of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
  - F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of some of all or a subset of all the information from more than one individual court record in electronic form.



- G. "Court" means the Indiana Supreme Court, any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
  - H. "Court Record" means both Case Records and Administrative Records.
  - I. "Data" means any computer or machine readable copy of Court Record information provided by the Court to the Requesting Party.
  - J. "Subscriber" means a client or customer of Requesting Party to whom bulk or compiled information is provided or to whom access to bulk or compiled information is given.
2. **Grant of License.** The Division hereby grants a restricted and non-exclusive license to the Data to the Requesting Party for its use, subject to the terms and conditions contained herein. Execution of this Agreement and approval of the Data request by the Division do not create any mandatory obligation on the part of any county or court to provide Data. Pursuant to Administrative Rule 9(F), counties or courts must determine on an individual basis whether resources are available to prepare the information and whether fulfilling the request is an appropriate use of public resources. Counties and courts must determine on an individual basis whether to assess a reasonable charge and the amount of that charge for time and materials for providing the Data to the Requesting Party.
3. **Rights and Interests.** The Requesting Party shall not gain any proprietary right to or interest in any Data provided as a result of this Agreement. Any rights or interest, or any portion thereof, which may result from the use of the Data are personal to the Requesting Party and these rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.
4. **Ongoing Data Scrubbing and Update Requirements.** The Requesting Party agrees to comply fully with Rule 9 and further agrees to delete any complete Social Security Number and any other confidential information which is inadvertently included in the Data and to take other appropriate action to ensure that such confidential information is not provided to others.
5. **Restriction on Use of Data.**
- A. **Compliance With Authorities.** The Requesting Party agrees to comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to court records, data and information.
  - B. **Resale of Data.** The Requesting Party shall not resell, reproduce, distribute or disseminate the Data provided pursuant to this Agreement except for individual case record inquiries and compilations or reports incidental to such individual case record inquiry services.

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*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the Data; and 3) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record maintained by the court in question.*

7. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data. The Requesting Party agrees to cooperate with the Division in such audit.
- A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Data as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.
- B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Data for the purpose of monitoring and auditing contract compliance.
8. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the Data provided under this Agreement. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the information and data is supplied to verify the Data obtained under this Agreement with the official court information maintained by the court having jurisdiction over the Data.
9. **Limitation of Liability.** The Requesting Party acknowledges and accepts that all Data provided under this Agreement is provided on an "As Is" basis and that the Data may be subject to error or omission and, therefore agree, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Data. Specifically:

- A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Requesting Party of the Data.
  - B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete data or information provided under this Agreement.
  - C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may rise from the use, operation, or modification of the Data.
10. **Indemnification.** The Requesting Party agrees to defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Data.
11. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.
12. **Termination.**
- A. **General.** This Agreement may be terminated without cause by either the Division or the Requesting Party upon thirty (30) days written notice.
  - B. **Termination for Cause.** The Requesting Party accepts full responsibility and liability for any violations of this Agreement by the Requesting Party or any officer, employee, agent, or subscriber of the Requesting Party and any such violation shall result in immediate termination by the Division, at which time all Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be forfeited to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.
  - C. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the Data preparation or transfer outstanding longer than 30 days.
  - D. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement

or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties, and execute this Agreement to be effective this 22 day of March, 2006

Intellicorp Records, Inc  
Requesting Party

By: William F. Hauswirth

Printed: William F. Hauswirth

Title: President

Date: 3/22/06

Division

By: Lilia Judson

Lilia Judson

Executive Director, Indiana Supreme Court  
Division of State Court Administration

Date: 6/1/06

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

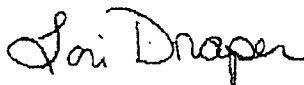
Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop, LLC is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop, LLC will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop, LLC to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop, LLC to rescind authorization.

Sincerely,



Lori Draper  
Clerk of Courts  
Wabash County

7/24/2007

Nick Fankhauser  
Doxpop, LLC  
PO Box 1165  
Richmond, IN 47343-1165

Mr. Fankhauser:

Our office has received a request for bulk data from Intellicorp Records, Inc., an organization which has been authorized by the Indiana Supreme Court Administrative Division to receive bulk data.

I understand that Doxpop is able to supply this bulk data to the recipient named above at no cost to this office or the court and without the necessity of any further effort by this office or the court. Further, I understand that Doxpop will charge the recipient a reasonable fee to cover costs associated with providing bulk data.

I authorize and direct Doxpop to contact Intellicorp Records, Inc. to make arrangements to supply bulk data and to supply this bulk data on a continuing basis until this office or the Indiana Supreme Court Administrative Division contact Doxpop to rescind authorization.



Beth Davis, Clerk of Courts  
Wells County

test001

**EXHIBIT D**  
**APPROVAL LETTER PROVIDED BY THE DIVISION**



# STATE - INDIANA

## DIVISION OF STATE COURT ADMINISTRATION



## SUPREME COURT

RANDALL T. SHEPARD, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET SUITE 500  
INDIANAPOLIS, IN 46204-3568  
(317) 232-2542  
FAX (317) 233-6586  
[www.IN.gov/judiciary](http://www.IN.gov/judiciary)

April 9, 2008

Mr. Justin Simms  
Supervisor, Data Sourcing  
IntelliCorp Records Inc.  
3000 Auburn Dr. #410  
Beachwood, OH 44122

Dear Mr. Simms

Your request to obtain bulk distribution of data from Indiana trial courts has been approved by the Division of State Court Administration pursuant to Administrative Rule 9 (F), subject to the terms of the User Agreement for Bulk Distribution of Data. At this time, the Division has only approved the release of bulk records that are otherwise available to the public.

An executed copy of your user agreement is enclosed. This agreement will expire on January 31, 2009. Also enclosed is a distribution receipt form that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records. If you have any questions, please contact staff attorney Kristin Donnelly-Miller of our office or me.

Sincerely,

James R. Walker  
Director of Trial Court Management

Enclosure

**EXHIBIT E**  
**DISTRIBUTION RECEIPT FORMS**

RECEIVED  
JUN 12 1968  
STATE DEPT. OF JUSTICE